

EXHIBIT “A”

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

Case No. 9:23-cv-81281-DMM

CHRISTOPHER SADOWSKI,

Plaintiff,

v.

UNLAWFUL THREADS LLC,

Defendant.

DECLARATION OF CHRISTOPHER SADOWSKI

Christopher Sadowski does hereby declare pursuant to 28 U.S.C. § 1746:

1. I am over the age of 18 and otherwise competent to testify. I make the following statements based on personal knowledge.
2. I am the Plaintiff in the above-styled matter.
3. I am an award-winning photojournalist and am widely published in some of the world's most important newspapers and magazines, including but not limited to, the New York Post, Daily Mail Online, Reader's Digest, USA Today, New York Times, Fox News, CBS News, NBC News, Boston Globe, Boston Herald, Los Angeles Times, Newsweek Magazine, and People Magazine.
4. For the past nineteen (19) years, I have been self-employed as a professional photographer who specializes in photo-documenting ordinary life and the human condition.
5. I travel throughout the New York, New Jersey and Connecticut tri-state area taking photographs that tell a story about tragedy, hope, calamity, joy, discord, and renewal.
6. Using state-of-the-art equipment, I create high-end photography licensed by some

of the top publishers in this country. When commissioned for a job, I spend countless hours capturing hundreds of photographs and then processing those photographs to ensure they meet customers' requirements.

7. I maintain a commercial website (<http://www.csnyphoto.com>) which describes the photography services offered by me, hosts a sample portfolio of photographs taken by me, and invites prospective customers to contact me to arrange for a professional photo shoot.

8. I own each of the photographs available for license on my website and serve as the licensing agent with respect to licensing such photographs for limited use by my customers. To that end, my standard terms include a limited, non-transferable license for use of any photograph by the customer only. My license terms make clear that all copyright ownership remains with me and that my customers are not permitted to transfer, assign, or sub-license any of my photographs to another person/entity.

9. In 2017, Plaintiff created a professional photograph of a Home Depot store titled "012517homedepot14CS, 5/19/2017" (the "Work").



10. The Work was registered by Plaintiff with the Register of Copyrights on June 30, 2017, and was assigned Registration No. VA 2-056-827.

11. Defendant Unlawful Threads LLC (“Defendant”) is not and has never been licensed to use or display the Work for any purpose.

12. On August 19, 2019 (after Plaintiff’s above-referenced copyright registration of the Work), Defendant copied the Work without my permission and used it to advertise and promote its business as shown by the Complaint in this lawsuit.

13. Through his ongoing diligent efforts to identify unauthorized use of his photographs, Plaintiff discovered Defendant’s unauthorized use/display of the Work in April 2023.

14. I created the Work pursuant to a Freelance Photographer Independent Contractor Agreement with NYP Holdings, Inc. (the publisher of the New York Post). The New York Post does not pay me to license individual photographs created as part of an assignment, but rather pays me an all-inclusive rate for such assignments. I retain full ownership of the photographs I create and make those photographs available to license to other media outlets and generally to the public.

15. My recent licensing history with respect to the commercial use of my professional photographs include the following:

Date	Licensee	Description	Amount
7/9/2020	CBS Broadcasting	Michael Cohen photograph	\$1,800.00
7/9/2020	Fox News	Michael Cohen photograph	\$2,100.00
10/20/2021	Fox News	Immigrants arriving on plane	\$2,000.00
10/21/2021	Fox News	Immigrants arriving on plane	\$4,000.00
10/05/2022	Trend Micro Inc.	Home Depot Front	\$2,000.00

16. Defendant has never been licensed to use the Work for any purpose.

17. Through my counsel, I notified Defendant of the allegations set forth herein in April 2023. To date, I have been unable to negotiate a reasonable licensing fee for Defendant's past unauthorized use.

18. Based on my normal licensing rates and the type of use at issue here (online publication), I would have licensed the Work to Defendant for a \$1,800.00 annual license fee. Because Defendant displayed the Work from at least August 19, 2019, through June 8, 2023, Defendant would owe me at least 4x annual licensing fees (as I do not prorate my work) in a total amount of **\$7,200.00**.

19. The ability of Defendant to reproduce, modify, distribute, and display my photography for Defendant's own commercial benefit without compensation to me greatly impairs the market value of my work since others competing with that business, or in related business areas, will not want to obtain a license to my work if they are already associated with a competing business. Similarly, potential licensees of my copyrighted photographs will not want to pay my license fees if they see other commercial enterprises taking and using my photographs for their own commercial purposes without paying any fee at all.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

DATED: 11/20/2023

Christopher Sadowski

ID EdTTFeFybUt3vVecRmi1tmzW

Christopher Sadowski

eSignature Details

Signer ID:	EdtTFeFybUt3vVecRmi1tmzW
Signed by:	Christopher Sadowski
Sent to email:	csnyphoto@gmail.com
IP Address:	174.206.170.37
Signed at:	Nov 20 2023, 10:46 am EST

EXHIBIT “1”

Christopher Sadowski
96 Ninth Avenue
Hawthorne, NJ 07506 USA
973-650-5382
cdsadowski@aol.com
csnyphoto@gmail.com
www.csnyphoto.com

INVOICE

INVOICE #2001
DATE: 7/9/2020

TO:
CBS Broadcasting Inc.
524 W57th Street
New York, NY 10019

FOR:
Photo Licensing

DESCRIPTION	AMOUNT
Michael Cohen spotted dining at outdoor restaurant while supposed to be under house arrest	\$1,800.00
Total Due:	\$1,800.00

- Please make checks payable to: Christopher Sadowski

Christopher Sadowski
96 Ninth Avenue
Hawthorne, NJ 07506 USA
973-650-5382
cdsadowski@aol.com
csnyphoto@gmail.com
www.csnyphoto.com

INVOICE

INVOICE #2002
DATE: 7/9/2020

TO:
Fox News
1211 Avenue of the Americas
New York, NY 10036

FOR:
Photo Licensing

DESCRIPTION	AMOUNT
Michael Cohen spotted dining at outdoor restaurant while supposed to be under house arrest	\$2,100.00
Total Due:	\$2,100.00

- Please make checks payable to: Christopher Sadowski

Christopher Sadowski
96 Ninth Avenue
Hawthorne, NJ 07506 USA
973-650-5382
cdsadowski@aol.com
csnyphoto@gmail.com
www.csnyphoto.com

INVOICE

INVOICE #2102
DATE: 10/20/2021

TO:
Fox News
1211 Avenue of the Americas
New York, NY 10036
Michaela.Hebbeler@fox.com

FOR:
Video Licensing

DESCRIPTION	AMOUNT
Immigrants from the southern border arriving on secret flights at Westchester County Airport - One time use on Hannity show - On air broadcast and online use permitted - Will not be licensed for any other Fox News Channel show until afternoon on 10/21/2021	\$2,000.00
Total Due:	\$2,000.00

- Please make checks payable to: Christopher Sadowski

Christopher Sadowski
96 Ninth Avenue
Hawthorne, NJ 07506 USA
973-650-5382
cdsadowski@aol.com
csnyphoto@gmail.com
www.csnyphoto.com

INVOICE

INVOICE #2103
DATE: 10/21/2021

TO:
Fox News
1211 Avenue of the Americas
New York, NY 10036
Kyra.Colah@fox.com

FOR:
Photo and Video Licensing

DESCRIPTION	AMOUNT
Immigrants from the southern border arriving on secret flights at Westchester County Airport - Unlimited term license - On air broadcast and online use allowed in perpetuity - Can be published by all Fox News Channel platforms	\$4,000.00
Total Due:	\$4,000.00

- Please make checks payable to: Christopher Sadowski

Christopher Sadowski
96 Ninth Avenue
Hawthorne, NJ 07506 USA
973-650-5382
cdsadowski@aol.com
csnyphoto@gmail.com
www.csnyphoto.com

INVOICE

INVOICE #2201
DATE: 10/5/2022

BILL TO:

Trend Micro Incorporated
225 East John Carpenter Freeway,
Suite 1500
Irving, Texas 75062

FOR:

Photo Licensing

DESCRIPTION	AMOUNT
Home Depot store front Paterson, New Jersey - One-year term license - Photo may be published online PAID	\$2,000.00
Total Due:	\$2,000.00

Terms and Conditions:

1. This agreement is between Christopher ("Photographer") and Client. Copyright and all film, prints, media, and digital files remain the property of Photographer. The only rights granted to the Photograph(s) are those specifically set forth herein above. All other rights are reserved by Photographer. Rights granted may not be transferred or assigned, in whole or in part, whether voluntary or by operation of law without the express written consent of Photographer. Client waives all defenses arising under section 107 of the Copyright Act and waives all

revision and reproduction rights or privileges under section 201 of the Act. This agreement is not a work made for hire. This license shall be governed under the laws of the place of residence of Photographer. Client agrees to personal jurisdiction in the state of residence of photographer.

2. Payment: No rights are granted until payment is received in full. Failure to make timely payment shall be deemed an act of copyright infringement under the United States Copyright Act. A detailed accounting of fees and production charges will be provided in the invoice, but unless specifically stated no vendor receipts will be provided.

3. Warrants & Liability: Photographer warrants that Photographs were created by him/her and he/she has authority to license their use to Client.